

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

REHAN SHEIKH,) C-07-00262 RMW
)
PLAINTIFF,) SAN JOSE, CALIFORNIA
)
VS.) JULY 18, 2008
)
CISCO SYSTEMS, INC., AND) PAGES 1-16
)
DOES 1 THROUGH 20,)
)
INCLUSIVE,)
)
DEFENDANT.)
_____)

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE RONALD M. WHYTE
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

FOR THE PLAINTIFF: REHAN AYYUB SHEIKH
IN PROPRIA PERSONA
P.O. BOX 869
FRENCH CAMP, CALIFORNIA 95231

FOR THE DEFENDANT: LITTLER MENDELSON
BY: MARLENE S. MURACO
50 WEST SAN FERNANDO STREET
15TH FLOOR
SAN JOSE, CALIFORNIA 95113

OFFICIAL COURT REPORTER: LEE-ANNE SHORTRIDGE, CSR, CRR
CERTIFICATE NUMBER 9595

1 SAN JOSE, CALIFORNIA JULY 18, 2008
2 P R O C E E D I N G S

3 (WHEREUPON, COURT CONVENED AND THE
4 FOLLOWING PROCEEDINGS WERE HELD:)

5 THE CLERK: NEXT MATTER, C-07-00262,
6 REHAN SHEIKH VERSUS CISCO SYSTEMS, ON FOR
7 PLAINTIFF'S MOTION TO REMAND.

8 (REHAN SHEIKH, PLAINTIFF, NOT PRESENT.)

9 MS. MURACO: GOOD MORNING, YOUR HONOR.
10 MARLENE MURACO FOR DEFENDANT CISCO.

11 THE COURT: HAVE YOU SEEN THE PLAINTIFF?

12 MS. MURACO: NO. HE DID FILE ANOTHER
13 BRIEF THIS MORNING, THOUGH, YOUR HONOR, ANOTHER
14 25-PAGE REPLY BRIEF TO GO WITH THE 65-PAGE ONE HE
15 FILED BEFORE.

16 THE COURT: THE PROBLEM I HAVE -- SINCE
17 HE'S NOT HERE, I GUESS WE GO FORWARD WITHOUT HIM.

18 BUT IT REALLY DOES APPEAR THAT HE IS NOT
19 MAKING AN ERISA CLAIM AND HE'S BASICALLY SAID SO IN
20 HIS PAPERS.

21 AND WHEN YOU READ THROUGH THE COMPLAINT,
22 IT'S PRETTY CLEARLY BASED ON STATE DISCRIMINATION
23 LAW.

24 MS. MURACO: WHAT HE SAID, YOUR HONOR, IS
25 THAT HE'S NOT SEEKING PAYMENT OF THE LONG-TERM

1 DISABILITY BENEFITS BECAUSE THEY WERE ALREADY PAID
2 OUT TO HIM.

3 BUT AS THE COURT NOTED IN ITS AUGUST
4 10TH, 2007 ORDER, THE FACT THAT THE LONG-TERM
5 DISABILITY BENEFITS HAVE SINCE BEEN PAID DOES NOT
6 NECESSARILY MEAN THERE'S NO ERISA PREEMPTION.

7 FOR EXAMPLE, IF THE DISCRIMINATORY
8 CONDUCT NEVERTHELESS INVOLVES THE ADMINISTRATION OF
9 BENEFITS UNDER AN ERISA PLAN, WHAT HE KEEPS SAYING
10 IS "I DON'T -- I'M NOT ASKING FOR THE BENEFITS
11 BECAUSE THEY'VE ALREADY BEEN PAID."

12 BUT IF YOU LOOK AT HIS AMENDED COMPLAINT,
13 HIS SECOND AMENDED COMPLAINT, WHICH IS HIS THIRD
14 TRY HERE, IT CONTINUES TO INCLUDE A BREACH OF
15 CONTRACT CLAIMS THAT SPECIFICALLY REFERENCE PAYMENT
16 OF THE LONG-TERM DISABILITY BENEFITS.

17 AND IN HIS FIRST REPLY BRIEF, HE SAYS
18 THAT IT'S -- THAT THE CONTRACT CLAIM IS BASED ON
19 THE FACT THAT HE SIGNED AN AGREEMENT WITH CISCO
20 THROUGH ITS AGENT, UNUM, THE LONG-TERM DISABILITY
21 PROVIDER, TO RESOLVE THE ERISA BENEFITS CLAIM VIA
22 NEUTRAL CLAIM ADMINISTRATORS.

23 THE PLAINTIFF STOOD BY HIS OBLIGATION AND
24 WAITED FOR TWO AND A HALF YEARS BEFORE CISCO AND
25 UNUM ACTUALLY CARED TO REVIEW HIS ERISA PLAN

1 BENEFITS THAT ULTIMATELY RESULTED IN PAYMENT OF
2 BENEFITS.

3 HIS COMPLAINT CONTINUES TO MAKE A CLAIM
4 THAT CISCO SYSTEMS INTERFERED WITH HIS TIMELY
5 RECEIPT OF LONG-TERM DISABILITY BENEFITS.

6 HE SAYS, "I GOT THE BENEFITS, BUT I
7 SUFFERED ADDITIONAL HARM AND I'M SEEKING A REMEDY
8 THROUGH BREACH OF CONTRACT AND BREACH OF IMPLIED
9 COVENANT FOR THE DELAY AND THE PAYMENT, IN THE
10 PAYMENT OF THOSE BENEFITS."

11 SO THAT CLAIM IS STILL THERE, YOUR HONOR,
12 AND HE'S HAD REPEATED CHANCES TO GET RID OF IT.

13 HE WENT THROUGH IN THE SECOND AMENDED
14 COMPLAINT, AND HE COULD HAVE JUST SPECIFIED, "I'M
15 SEEKING REMEDY FOR THE FAILURE TO TIMELY PAY ME
16 SHORT-TERM DISABILITY BENEFITS AND WORKER'S
17 COMPENSATION BENEFITS."

18 HE DIDN'T. INSTEAD HE WENT THROUGH AND
19 JUST USED THE WORD, QUOTE, "BENEFITS," WHERE BEFORE
20 HE HAD SAID "LONG-TERM DISABILITY BENEFITS," TO
21 PRESERVE HIS RIGHT TO CONTINUE TO MAKE THIS CLAIM
22 THAT CISCO TIMELY INTERFERED -- INTERFERED WITH HIS
23 TIMELY RECEIPT OF THE BENEFITS.

24 AND THIS ALL HAS TO BE VIEWED, YOUR
25 HONOR, AGAINST THE BACKDROP OF MY -- OF DEFENDANT'S

1 PENDING MOTION TO COMPEL ARBITRATION OF THIS MATTER
2 THAT WAS FILED THREE MONTHS AGO.

3 I THINK THE COMPLAINT -- YOU KNOW, IN HIS
4 REPLY BRIEF, HE SAYS, "YES, THE COMPLAINT STILL
5 REFERS TO SHORT-TERM DISABILITY BENEFITS, BUT
6 THAT'S A TYPOGRAPHICAL ERROR."

7 AND THEN HE GOES ON TO SAY, TO EXPLAIN,
8 "WELL, YES, BUT THERE IS A CONTRACT CLAIM BASED ON
9 THIS CONTRACT RELATING TO MY LONG-TERM DISABILITY
10 BENEFITS."

11 AND THEN HE SAYS THAT, IN FACT, IF THE
12 COURT WANTS HIM TO, HE'LL FILE A SEPARATE LAWSUIT
13 RELATING TO HIS ERISA BENEFITS BECAUSE HE MAY STILL
14 HAVE A CLAIM THERE.

15 I MEAN, THAT'S ON PAGE 43 OF THE INITIAL
16 REPLY BRIEF.

17 SO -- AND ALSO, WHEN HE TALKS ABOUT, ON
18 PAGE 37 OF HIS FAIR EMPLOYMENT AND HOUSING ACT
19 RETALIATION CLAIM, HE SAYS -- THESE ARE HIS CURRENT
20 ALLEGATIONS -- CISCO INTERFERED WITH THE BENEFITS
21 THE PLAINTIFF WAS ELIGIBLE DUE TO HIS DISABILITY
22 AND IT TOOK SEVERAL YEARS BEFORE PLAINTIFF WAS ABLE
23 TO RECOVER THOSE BENEFITS FROM CISCO.

24 IT'S THE SAME CLAIM. CISCO, YOU
25 INTERFERED WITH MY TIMELY RECEIPT OF BENEFITS.

1 I THINK THE CURRENT COMPLAINT AS IT'S
2 CURRENTLY STATED CONTINUES TO INCLUDE AN ERISA
3 CLAIM, A CLAIM THAT'S PREEMPTED, AND THE COURT HAS
4 JURISDICTION TO ADDRESS MY PENDING PETITION TO
5 COMPEL ARBITRATION.

6 THE COURT: OKAY. THANK YOU.

7 MS. MURACO: THANK YOU, YOUR HONOR.

8 THE COURT: THE MATTER WILL STAND
9 SUBMITTED.

10 (WHEREUPON, A RECESS WAS TAKEN AND THE
11 CASE WAS RECALLED.)

12 (REHAN SHEIKH, PLAINTIFF, PARTICIPATED BY
13 TELEPHONE.)

14 THE CLERK: RECALLING CASE C-07-044 --
15 SORRY. STRIKE THAT. WRONG NUMBER.

16 RECALLING CASE C-07-00262, REHAN SHEIKH
17 VERSUS CISCO SYSTEMS, ON FOR PLAINTIFF'S MOTION TO
18 REMAND.

19 STATE YOUR APPEARANCES, PLEASE.

20 MS. MURACO: GOOD AFTERNOON, YOUR HONOR.

21 THE CLERK: YOU'RE GOING TO HAVE TO USE
22 THE MICROPHONE.

23 MS. MURACO: THANK YOU. GOOD AFTERNOON,
24 YOUR HONOR. MARLENE MURACO.

25 THE COURT: I DON'T THINK IT'S AFTERNOON

1 QUITE YET.

2 MS. MURACO: ALMOST. MARLENE MURACO FOR
3 DEFENDANT CISCO SYSTEMS.

4 MR. SHEIKH: GOOD MORNING, YOUR HONOR.
5 THIS IS REHAN SHEIKH, PLAINTIFF IN THIS CASE.

6 THE COURT: MR. SHEIKH, WHAT CONCERNS ME
7 IS THAT YOUR COMPLAINT IN THE, I BELIEVE IT'S THE
8 SEVENTH AND EIGHTH CAUSES OF ACTION -- I MAY BE
9 REMEMBERING WRONG -- YEAH, THE SEVENTH AND EIGHTH
10 CAUSES OF ACTION APPEAR TO STILL BE CLAIMING SOME
11 FAILURE TO --

12 MR. SHEIKH: IMPROPER DENIED.

13 THE COURT: IMPROPER DENIAL OF BENEFITS
14 OR CAUSING DELAY IN THE PAYMENT OF BENEFITS, AND IF
15 THAT'S THE CASE, THEN YOU STILL HAVE AN ERISA CLAIM
16 IN THIS CASE.

17 MR. SHEIKH: WELL, YOUR HONOR, THE BASIS
18 FOR THAT IS THAT -- THE DISTINCTION IS THAT, IS
19 THAT I AM NOT CLAIMING IMPROPER DENIAL MOTIVATED BY
20 DENIAL OF BENEFITS.

21 BUT THIS IS CLEARLY AS A RESULT OF
22 RETALIATION FOR MY CONFIDENTIAL COMMUNICATION.

23 I HAVE SUBMITTED COMPLAINTS OF
24 DISCRIMINATION YEARS BEFORE ANY APPLYING DENIAL.

25 AND EVEN DEFENDANT IN THEIR RESPONSE, SHE

1 SAID THAT IT'S MY VERSATILITY -- OR CHARGE OF
2 RETALIATION, AND THAT CLEARLY SHOWS THAT I
3 COMPLAINED OF RETALIATION AND, IN FACT, A DENIAL OF
4 BENEFITS OR ANY IMPROPER HANDLING IS MOTIVATED BY
5 RETALIATION FOR MY COMPLAINTS OF DISCRIMINATION.

6 IN ADDITION TO THAT, WITH THE MEMO I
7 SUBMITTED ENTITLEMENT, WHICH IS BASICALLY MEMO OF
8 POINTS AND AUTHORITIES.

9 I ALSO SUBMITTED EXHIBITS ON, ON --
10 PROBABLY ON THE 10TH OF THIS MONTH, APPROXIMATELY,
11 AND THOSE EXHIBITS ARE BASICALLY, NUMBER ONE, MY
12 COMPLAINTS OF DISCRIMINATION WITH THE EEOC AND
13 CITING SEVERAL FACTORS IN WHICH I HAVE CLEARLY
14 SUGGESTED THAT THIS DENIAL IS MOTIVATED BY
15 RETALIATION.

16 THE COURT: BUT IF YOU'RE CLAIMING DENIAL
17 OF BENEFITS, WHETHER IT'S AS A RESULT OF
18 DISCRIMINATION OR RETALIATION --

19 MR. SHEIKH: YES.

20 THE COURT: -- THEN THOSE CLAIMS FALL
21 WITHIN ERISA, I BELIEVE.

22 MR. SHEIKH: WELL, YOUR HONOR, IT'S
23 POSSIBLE, IF WE, HOWEVER, LOOK AT -- NINTH CIRCUIT
24 HAS CLEARLY RULED AND THIS COURT HAS NOTED IN THE
25 ORDER DENYING REMAND THAT -- IT'S BASICALLY IF

1 THERE ARE -- I SHOULD READ FROM THE COURT ORDER.

2 IF THEIR DENIAL IS BASED ON -- IF IT'S
3 MOTIVATED BY RETALIATION, THEN IT'S NOT PREEMPTED
4 BY ERISA.

5 THE COURT: IF WHAT'S MOTIVATED -- IF THE
6 FAILURE TO PAY BENEFITS IS MOTIVATED BY
7 DISCRIMINATION --

8 MR. SHEIKH: WELL, YOUR HONOR, THE
9 SITUATION IS THAT I STARTED WORKING FOR THEM IN
10 AROUND YEAR 2000, AND IN YEAR 2002, I COMPLAINED
11 FOR DISCRIMINATION BY MY SUPERVISOR AND MANAGERS OF
12 INDIAN ORIGIN, AND I AM OF A NATIONALITY,
13 PAKISTANI, WHICH IS, YOU KNOW, IS NOT VERY FAIR. I
14 LIVE WITH THEM ALL THE TIME.

15 THERE WERE OBVIOUSLY SEVERAL ACTS OF
16 RETALIATION, AND I COMPLAINED BASICALLY OF
17 DISCRIMINATION BY MY INDIAN MANAGER WITH THE
18 COMPANY AND WITH THE EEOC IN 2002 AND IN 2003.

19 THERE WERE OTHER EMPLOYEES IN THE SAME
20 GROUP WHO COMPLAINED OF DISCRIMINATION BY THE SAME
21 MANAGER WITH US, AND THAT WAS AT HUMAN RESOURCES --

22 THE COURT: THERE'S NO QUESTION THAT
23 THOSE KINDS OF CLAIMS CAN BE BROUGHT UNDER THE
24 STATE ANTIDISCRIMINATION LAWS.

25 MR. SHEIKH: EXACTLY.

1 THE COURT: BUT -- WAIT A MINUTE, WAIT A
2 MINUTE, WAIT A MINUTE.

3 MR. SHEIKH: BUT WHAT --

4 THE COURT: WAIT A MINUTE.

5 BUT WHAT ELSE YOU'VE ALLEGED IS THAT
6 THERE'S BEEN, APPARENTLY, A FAILURE TO PAY
7 BENEFITS, OR THE DELAY IN PAYING BENEFITS, WHICH
8 WOULD --

9 MR. SHEIKH: WHICH CLAIM, YOUR HONOR?

10 THE COURT: THE SEVENTH.

11 MR. SHEIKH: THERE ARE SO MANY THINGS,
12 YOU KNOW.

13 THE COURT: THE SEVENTH AND EIGHTH CAUSES
14 OF ACTION.

15 MR. SHEIKH: ARE YOU REFERRING TO MY MEMO
16 THAT I SUBMITTED ON THE 3RD, JULY 3RD?

17 THE COURT: I'M LOOKING AT YOUR
18 COMPLAINT.

19 MR. SHEIKH: MY COMPLAINT. SECOND
20 AMENDED COMPLAINT OR FIRST AMENDED COMPLAINT?

21 THE COURT: SECOND. THAT'S THE ONE THAT
22 GOVERNS.

23 MR. SHEIKH: OKAY.

24 THE COURT: I GUESS THE BOTTOM LINE IS,
25 ARE YOU CLAIMING DAMAGES FOR DELAY IN PAYMENT OF

1 BENEFITS, OR THAT CERTAIN LONG-TERM OR SHORT-TERM
2 DISABILITY PAYMENTS HAVE NOT BEEN MADE?

3 MR. SHEIKH: I AM NOT CLEAR, BUT IF THIS
4 COURT ALLOWS ME PROBABLY 60 SECONDS, I WOULD
5 REQUEST THIS COURT -- WHAT I WANT TO SAY. PLEASE
6 GIVE ME TEN SECONDS BEFORE I START MY RESPONSE.

7 (PAUSE IN PROCEEDINGS.)

8 MR. SHEIKH: WELL, I DID CLAIM IMPROPER
9 DENIAL, AND IN MY DOCUMENT I SUBMITTED ON JULY 3RD
10 IN THIS MEMO ON THIS ISSUE, I -- YOU KNOW, I
11 SUBMITTED IN DETAIL ON PAGE 42 OF THAT DOCUMENT
12 THAT BASICALLY I ADMITTED THAT IT IS A
13 TYPOGRAPHICAL ERROR AND THAT I DID IN THE SECOND
14 AMENDED COMPLAINT.

15 IN MY SECOND AMENDED COMPLAINT, THE COURT
16 GRANTED ME PERMISSION, AND THEN I SUBMITTED A
17 MOTION FOR RECONSIDERATION.

18 AND I REMOVED ALL REFERENCES TO STD
19 BENEFITS.

20 AND IT IS A MISTAKE THAT I AM MAKING ON
21 PAGE 42, AND --

22 THE COURT: WELL --

23 MR. SHEIKH: AND I AM LEAVING SEVERAL
24 OPTIONS.

25 I -- I AM WILLING TO -- I PROPOSE THAT I

1 AM WILLING TO REMOVE THAT.

2 HOWEVER, MY LEGAL POSITION IS THAT GIVEN
3 THE SCENARIO THAT, NUMBER ONE, THE NINTH CIRCUIT
4 RULING, BASED ON CROWN GLASS, WHERE JUST BY
5 SPECULATION OF IMPROPER DENIAL CANNOT BE A BASIS
6 FOR A PREEMPTION. IT NEEDS EVIDENCE.

7 NUMBER TWO, ALL THE IMPROPER DENIALS AND
8 DENIAL OF BENEFITS IS MOTIVATED BY -- AS AN ACT OF
9 RETALIATION FOR MY COMPLAINTS OF DISCRIMINATION.

10 AND I HAVE SPECIFICALLY -- ON PAGE 43, ON
11 SECTION C, I HAVE STATED SIX EXPLANATIONS WHY THIS
12 COURT CAN OVERLOOK THIS THING AND STILL COMPLETELY
13 REMAND ALL MY COMPLAINTS.

14 AND IF YOU GIVE ME PERMISSION, I CAN
15 QUICKLY READ IT FOR YOU.

16 THE COURT: NO. I CAN READ IT.

17 MR. SHEIKH: OKAY.

18 THE COURT: THAT'S WHY YOU FILE PAPERS,
19 ALTHOUGH YOU'RE SUPPOSED TO LIMIT --

20 MR. SHEIKH: I ALSO WANT TO APOLOGIZE
21 THAT I SUBMITTED AN ADDITIONAL REPLY BRIEF THIS
22 MORNING AND THAT I COULD NOT MAKE A COPY AVAILABLE
23 TO YOU AT THE TIME OF FILING. I FINISHED, LIKE,
24 5:00 IN THE MORNING.

25 THE COURT: OKAY. YOU'RE LIMITED TO 25

1 PAGES, AND YOU'VE GONE GROSSLY IN EXCESS OF THAT.

2 BUT THE BOTTOM LINE QUESTION THAT I'M
3 TRYING TO GET YOU TO ANSWER IS, ARE YOU MAKING A
4 CLAIM THAT YOU WERE DENIED LONG-TERM OR SHORT-TERM
5 DISABILITY PAYMENTS, OR THAT THERE WAS SOME DELAY
6 OR FAILURE TO PROPERLY ADMINISTER THOSE BENEFITS?

7 MR. SHEIKH: WELL, YOUR HONOR, AS FAR AS
8 THE SHORT-TERM DISABILITY IS CONCERNED, THAT IS NOT
9 A SUPPLEMENT AND THAT IS NOT OUR POINT OF
10 DISCUSSION.

11 THE ONLY THING THAT DEFENDANT CAN BRING
12 IS THAT, THAT THE LTD PLAN, WHICH IS PROBABLY AN
13 ERISA PLAN, I HAVE NOT GONE THROUGH THAT.

14 THE COURT: OKAY. CAN YOU ANSWER MY
15 QUESTION, PLEASE? ARE YOU MAKING ANY KIND OF CLAIM
16 THAT ANY TYPE OF YOUR LONG-TERM OR SHORT-TERM -- I
17 GUESS SHORT-TERM YOU'VE ELIMINATED -- LONG-TERM
18 DISABILITY PAYMENTS WERE DELAYED OR NOT PAID OR
19 WERE OTHERWISE IMPROPERLY ADMINISTERED?

20 MR. SHEIKH: WELL, IT IS SPECULATION.
21 THIS IS WHAT I CONSIDER.

22 BUT I AM NOT BRINGING THIS CLAIM.

23 THE COURT: YOU ARE OR ARE NOT MAKING
24 THAT CLAIM?

25 MR. SHEIKH: YOUR HONOR, I AM NOT MAKING

1 A COMPLAINT FOR IMPROPER DENIAL OF LTD BENEFITS.

2 HOWEVER, MY LEGAL POSITION IS THAT EVEN
3 IF I MAKE SUCH A CLAIM, THERE IS NO ERISA
4 PREEMPTION FOR THAT BECAUSE I HAVE SUBMITTED A WELL
5 PLEADED COMPLAINT.

6 PLAINTIFF HAS COMPLAINED -- PLAINTIFF'S
7 BASIS FOR REMOVAL TO THIS COURT IS THAT I HAVE BEEN
8 DENIED BENEFITS.

9 AND I HAVE PROVED TO THIS COURT THAT I
10 HAVE RECEIVED MY BENEFITS AND I DID NOT CLAIM MY
11 BENEFITS IN THE ORIGINAL COMPLAINT.

12 SO THERE IS NO BASIS FOR REMOVAL.

13 NUMBER TWO, AFTER I SUBMITTED THE
14 COMPLAINT, THE DEFENDANT IS -- DEFENDANT'S POSITION
15 OF REFUSAL TO REMAND WAS THAT -- AS YOU KNOW, I DID
16 NOT INFORM THE DEFENDANT THAT MY CLAIMS ARE
17 ANYTHING OTHER THAN --

18 THE COURT: OKAY. MR. SHEIKH, CAN YOU
19 JUST TELL ME, ARE YOU MAKING A CLAIM AT THIS POINT
20 THAT --

21 MR. SHEIKH: NO, YOUR HONOR.

22 THE COURT: WELL, YOU'RE MAKING SOME
23 CLAIM. LET ME FINISH THE QUESTION.

24 MR. SHEIKH: YES, SIR.

25 THE COURT: ARE YOU MAKING ANY KIND OF

1 CLAIM WITH RESPECT TO THE ADMINISTRATION OF ANY
2 LONG-TERM OR SHORT-TERM DISABILITY PAYMENTS OR THAT
3 THEY WERE DELAYED OR IMPROPERLY HANDLED?

4 MR. SHEIKH: IN THAT WAY, YOUR HONOR, I
5 AM NOT.

6 THE COURT: ALL RIGHT. LET ME HEAR FROM
7 CISCO.

8 MS. MURACO: YOUR HONOR, I THINK THERE'S
9 NO -- I UNDERSTAND PLAINTIFF REPEATEDLY HAS STATED
10 HE'S NOT SEEKING PAYMENT OR COMPENSATION FOR DENIAL
11 OF THE BENEFITS BECAUSE THEY HAVE BEEN PAID.

12 HOWEVER, HIS COMPLAINT, AND HIS REPLY
13 BRIEF EVEN, MAKE IT CLEAR THAT, IN FACT, HE IS
14 SEEKING DAMAGES FOR THE ALLEGED DELAY IN THE
15 PAYMENT OF THE LONG-TERM DISABILITY BENEFITS.

16 MR. SHEIKH: WAIT --

17 MS. MURACO: AND CONTENDS THAT CISCO
18 INTERFERED WITH HIS RIGHT TO TIMELY RECEIVE THOSE
19 BENEFITS.

20 FOR EXAMPLE --

21 THE COURT: LET ME JUST STOP YOU.

22 ARE YOU MAKING A CLAIM THAT CISCO DELAYED
23 PAYMENTS OR INTERFERED WITH THE PAYMENT OF YOUR
24 BENEFITS?

25 MR. SHEIKH: IS THAT FOR ME, SIR, YOUR

1 HONOR?

2 THE COURT: YES. YES.

3 MR. SHEIKH: WELL, I DON'T KNOW WHERE
4 DEFENSE IS.

5 I DON'T BELIEVE I'M MAKING ANY CLAIM ITEM
6 THAT -- I DON'T BELIEVE I AM ASKING FOR ANY DAMAGES
7 RELATED TO IMPROPER DENIAL OF, OR DELAY OF ERISA
8 BENEFITS.

9 BUT I WILL BE GLAD, IF CISCO CAN TELL ME
10 WHICH DOCUMENT AND WHERE SHE IS REFERRING TO AND
11 WHERE HAVE I CLAIMED DAMAGES AS WAS STATED FOR
12 DELAY OF BENEFITS --

13 THE COURT: OKAY. I'VE GOT A NUMBER OF
14 CASES STILL TO HEAR.

15 I THINK I UNDERSTAND THE POSITIONS OF THE
16 PARTIES. I'LL SEND OUT A RULING.

17 MS. MURACO: THANK YOU, YOUR HONOR.

18 THE COURT: THANK YOU.

19 MR. SHEIKH: THANK YOU, YOUR HONOR.

20 THE COURT: OKAY. THANKS.

21 (WHEREUPON, THE PROCEEDINGS IN THIS
22 MATTER WERE CONCLUDED.)
23
24
25